necessary for the question. *Woodward* v. *C. M. & St. P. Ry. Co.*, 122 Fed. Rep. 66; *Chicago & Eastern Ill. Ry. Co.* v. *Wallace*, 104 Ill. App. 55; *Herpolsheimer* v. *Funke* (1901), — Neb. —, 95 N. W. Rep. 688; ROGERS, EXPERT TESTIMONY, § 27. But it has been held that the evidence must cover all the material points. *Nichols* v. *Oregon Short Line R. R. Co.*, supra; *Schaidler* v. *C. & N. W. Ry. Co.*, 102 Wis. 564. If the question is otherwise proper, it cannot be open to objection on account of its length (*Mayo* v. *Wright*, 63 Mich. 32, 43), yet "this subject, like the extent to which the examination of a witness may be allowed, must, in a great degree, be left to the discretion of the court." *Forsyth* v. *Doolittle*, 120 U. S. 73. It is generally held improper to base a question "upon all the evidence in the case." *People* v. *McElvaine*, 121 N. Y. 250; *Porter* v. *State*, 135 Ala. 51; *Aultman Co.* v. *Ferguson*, 8 S. D. 458. But this is permissible if the testimony is not conflicting. *Pyle* v. *Pyle*, 158 Ill. 289; *Oliver* v. *North End Street Ry. Co.*, 170 Mass. 222; *Gates* v. *Fleischer*, 67 Wis. 508. In the principal case the court said, "It seems to be evident that any scar which justified the description of 'old' on September 8 could not have been the result of an accident on August 22." As to the second objection, the court found there was "not the slightest evidence of concussion of the brain." The admission of the evidence was prejudicial error, and was properly overruled.

EXECUTION—EXEMPTIONS—LIFE INSURANCE.—At the time of his death, J. F. Jenkins was the holder and owner of three paid up life insurance policies, one of which was payable to the estate of the deceased. The estate was probated and the insurance policy constituted the whole estate which was set apart for the surviving widow. Plaintiff, a creditor of the deceased and also of the surviving widow, brings this action to collect his claim out of the above policy. *Held*, that money received from life insurance being exempt from execution (§ 690 Code), the proceeds of a policy payable to the estate of the insured may be set apart for the benefit of the surviving widow under § 1465, without first paying decedent's debts, and when so set apart is exempt as to her debts. *Holmes* v. *Marshall et al.* (1905), — Cal. —, 79 Pac. Rep. 534.

Doubtless there are provisions in the majority of the states allowing certain exemptions of the proceeds of life insurance policies from execution. The Code provisions of California present one of the most extreme, exempting all moneys from any life insurance if the annual premium does not exceed five hundred dollars. The justice of the exemption cannot be questioned when the beneficiary named is the widow or one dependent upon the deceased, but when one makes a policy payable to his estate it is difficult to understand why this money should not go to the administrator or executor and be disposed of like any other part of the estate. *Ionia Co. Sav. Bank* v. *McLean*, 84 Mich. 625. The court based its interpretation of § 1465, which is in regard to homestead exemptions on *Keyes* v. *Cyrus*, 100 Cal. 324, 34 Pac. 722, a case on the same subject. The money received by the widow was deposited by her in the bank, and it has been held even though policies taken out by the husband in favor of the wife are not subject to her debts (*Leonard* v. *Clinton*, 26 Hun. 288), yet it is so liable when the money is deposited in the bank in her name. *Crosby* v. *Stephens*, 32 Hun. 478.